

ARENA MEMBERSHIP FORM

Member Name : _____

Address : _____

Phone Number : _____ DOB : _____

Email Address : _____

Type of Membership : (CIRCLE ONE) SINGLE FAMILY

If family membership, please be sure to fill out a membership slip for each additional person. Without a member form for each person, they will not be included and charged a daily rate. Each person on the membership must have a signed liability waiver on file with JMTRA, failure to do so will result in automatic revocation of membership. These two forms can be found at the end of this document for your use.

MEMBERSHIP COSTS & PLANS

SINGLE MEMBER :

_____ \$50.00 PER MONTH

_____ \$275.00 EVERY 6 MONTHS

_____ \$550 YEARLY

FAMILY (UP TO 6 MEMBERS - \$5/ mo EACH MEMBER OVER 6) :

_____ \$125.00 PER MONTH

_____ \$690.00 EVERY 6 MONTHS

_____ \$1,375.00 YEARLY

ADDITIONAL MEMBERS? IF SO, HOW MANY? _____

ARENA MEMBERSHIP RULES & REQUIREMENTS

******* ALL PERSONS ON HORSEBACK MUST HAVE A LIABILITY WAIVER SIGNED AND FILED WITH JMTRA. ALL HORSES MUST HAVE A CURRENT COGGINS TO BE UNLOADED ON JMTRA PROPERTY. FAILURE TO ABIDE BY THESE RULES WILL RESULT IN IMMEDIATE TERMINATION OF MEMBERSHIP WITH NO REFUNDS.*******

1. Arena is solely for the purpose of riding – DO NOT use arenas for turnouts. Free running and/or free lunging are NOT allowed in the arena.

2. Lessons being conducted have priority and right of way in the arena. Riders not in the lesson may be asked to “pull over” and wait in a safe area while students are working. If there is ever a question of control and safety, the trainer has the right to ask riders to use only a designated portion of the arena or to leave the arena until the lesson is finished.

3. When riding during a lesson, ride at the level of the lesson (ie. no galloping or jumping during a walk/trot beginner lesson) unless you have specific permission from the trainer giving the lesson to do otherwise.

4. Always ride in control and be courteous of other riders around you. Remember to look out for less experienced riders.

5. Ask before taking down or moving barrels, obstacles and jumps. Put them back as you found them when you are done.

6. Clean up after your horse when you have finished riding—put away all gear and remove all manure from the arena and or areas around the arena.

7. Arena members do not have access to any other facilities on the property. The barn, concession stand, announcers stand, and house are not to be used or tampered with. Please remember this is a private residence, so be respectful in late or early hours.

8. The porta potties near the arena are accessible for use during your haul in time. There are two water faucets at the arena, and one at the hitchin post at the bottom of the arena available for your use.

9. To maintain membership, your membership fees are due every 30 days, unless otherwise stated. Your due date for each month will match your first date of payment. Half year memberships are good for 6 months from the date of membership. Yearly memberships are good for 12 months from the date of membership. Failure to renew your membership will revoke all riding privileges.

12. Membership fees will be billed according to your terms to the email address on file, until membership is canceled or terminated. Fees can be paid via debit or credit card through the invoice.. We do not accept cash or checks at this time.

11. Arena hours are from 7 am to 9 pm everyday of the week. Please close the front entrance gate if leaving after 6:30 pm.

12 .Please refer to the JMTRA rule book found online on our website or on our facebook page for more info.

Signing below signifies that you have read and agree to JMT Ranch & Arena's terms and conditions.

Completed forms can be emailed to contact@jmtrancharena.com

Printed Name

Signature

Date

ADDITIONAL MEMBER FORM

Please fill one out for each additional member in the family membership, and submit each one with a signed liability waiver.

Member Name : _____

Address : _____

Phone Number : _____ **DOB :** _____

Email Address : _____

LIABILITY RELEASE

WITNESS THIS AGREEMENT this _____ day of _____, 20_23_, by and between _____ JMT Ranch & Arena _____, hereinafter referred to as MANAGER and _____, hereinafter referred to as RIDER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk.;The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Rider acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to the Manager. Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents or employees.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

2. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Manager and the facilities located thereon.

3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

PRINTED NAME OF RIDER

SIGNATURE (MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN IF A MINOR)